

SEYMOUR B. STERN, P.A.
118 West Church Street
Frederick, Maryland 21701
(301) 663-5335

SUBSTITUTED TRUSTEE'S SALE OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

Under and by virtue of the power of sale contained in the Deed of Trust from Edward F. Rose and Catherine E. Rose, his wife, unto Robert E. Gearinger and C. Monroe Keeney, Trustees, dated the 29th day of October, 1979, and recorded in Liber 1099, folio 299, among the Land Records for Frederick County, Maryland, the holder of the indebtedness as secured by the Deed of Trust having appointed Seymour B. Stern as Substituted Trustee, by instrument duly executed, acknowledged and recorded among the Land Records of the County aforesaid, and default having occurred under the terms thereof, the undersigned Substituted Trustee will offer for sale at public auction, on

MONDAY, MARCH 21, 1983
10:00 A.M.

AT THE
FREDERICK COUNTY COURTHOUSE
UNDER THE CLOCK TOWER

All that lot or parcel of land situate, lying and being in Middletown Election District, Frederick County, State of Maryland, and more particularly described as Lot No. 17, Block N, as shown on a Plat entitled "Section 1-A, Final Plat Fountaindale South, Sheet 2 of 3" and recorded in Plat Book 10, folio 165, among the Plat Records for Frederick County, Maryland, with improvements thereon being now known and designated as 4400 Pyrite Court, Middletown, Maryland 21769.

Being all and the same real estate which was conveyed unto Edward F. Rose and Catherine E. Rose, his wife, by Robert L. Finch and Shirley A. Finch, his wife, by deed dated the 19th day of October, 1979, and recorded in Liber 1099, folio 297, among the Land Records for Frederick County, Maryland.

The improvements thereon consist of detached split level dwelling, aluminum siding, with three (3) bedrooms, one (1) bath, kitchen, living room, dining room, and family room, heated by electric and has central air conditioning. Contains a fireplace, open cement patio and a chain link fenced back yard.

TERMS OF SALE: The above mentioned real property and improvements are to be sold in an "as is" condition, and subject to liens and restrictions of record, if any. A deposit of Four Thousand and no/100 Dollars (\$4,000.00) in cash, certified check or other instrument acceptable to the Substituted Trustee will be required of the purchaser to be paid at the time and place of sale. In the event the purchaser fails to consummate the purchase in accordance with the terms of sale, the deposit or any part of it, may be forfeited at the option of the Substituted Trustee. The balance of the purchase price is to be paid within ten (10) days of the ratification of the sale by the Circuit Court for Frederick County, Maryland, unless settlement time is postponed at the sole option of the Substituted Trustee, and shall bear interest from the date of sale to the date of settlement at the rate of eleven and three-quarters percent (11¾%) per annum. Time is of the essence. All risk of loss following the date of sale shall be at the risk of the purchaser. In the event of default, the property shall be resold at the cost and risk of the purchaser and the Substituted Trustee shall not be limited by such forfeiture from further availing himself of any additional legal or equitable remedies arising out of such default. Taxes, water rent and all other public charges and assessments payable on an annual basis, including sanitary and/or Metropolitan District charges shall be adjusted to the date of sale and assumed thereafter by the purchaser. In the event of default, the property shall be ore to be borne by the purchaser.

There are no representations or warranties expressed or implied with respect to the condition of the property, title, lot size or the accuracy of any matters referred to in this advertisement.

Seymour B. Stern,
Substituted Trustee
Trout Auctioneers

ACKNOWLEDGEMENT OF PURCHASE

I/We do hereby acknowledge that

I/we have purchased the real estate described in the advertisement attached hereto at and for the sum of Forty-Two

Thousand AND no/100 Dollars

(\$ 42,000.00) the sum of

Four THOUSAND AND

no/100 DOLLARS

(\$ 4,000.00) having been

paid this date, and the balance

of THIRTY-EIGHT THOUSAND

AND no/100 DOLLARS

(\$ 38,000.00) being due and

payable at the time of final

settlement, and I/we do further

covenant and agree that I/we

will comply with the terms of

sale as expressed in the adver-

tisement attached hereto.

WITNESS my/our hand(s) and

seal(s) this 21ST day of

MARCH, 1983.

Barbara F. Hillner
Barbara F. Hillner,
Agent for Fredericktown
Bank & Trust Company
PURCHASER

Martha T. Strawsburg
AUCTIONEER

Sold April 7, 1983